



# GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO.0902-023

## **Annual Contract for Internally Lighted Street Name Signs**

~~~~~  
DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***February 24, 2009 @ 2:00PM***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND ONE COPY REQUIRED**  
~~~~~

**DOCUMENTS  
MAY BE DELIVERED OR  
MAILED TO:**

**CITY OF FRISCO  
TOM JOHNSTON,  
PURCHASING MANAGER  
6101 Frisco Square Blvd.,  
FRISCO, TX 75034**

---

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Tom Johnston C.P.M.  
Purchasing Manager  
[purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov)  
972 292 5540**

**Jean Stelatella  
Buyer  
[purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov)  
972 292 5541**



**CITY OF FRISCO**

## **COMPETITIVE SEALED BID NUMBER 0902-023"**

### **Annul Contract for Internally Lighted Street Name Signs**

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

**BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Internally Lighted Street Name Signs.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**Bid must be received by February 24, 2009 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 24, 2009 at 2:05 PM.**

Write the competitive sealed bid number 0902-023, name of bid, Internally Lighted Street Name Signs and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

**SEE ATTACHED SPECIFICATIONS/BID FORM**

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

## GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

### **BIDDING**

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, [www.friscotexas.gov](http://www.friscotexas.gov). If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

## **PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: An Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

## **CONTRACT**

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.



43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov).

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

#### Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)  
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)  
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

#### Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

#### Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) 11/21/2007	
<b>PRODUCER</b> City of Frisco 5101 Frisco Square Blvd. Frisco, TX 75034	<b>Insurance Company Name &amp; Address</b> <b>Phone &amp; Fax #'s</b>	<b>INSURED</b> Choices QuickForms Street Address1 Street Address2 City, State Zip	<b>INSURERS AFFORDING COVERAGE</b> INSURER A INSURER B INSURER C INSURER D INSURER E	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>  <b>NAIC #</b>	
<b>COVERAGES</b> <small>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small>					
<b>IDENTIFY U.S. STATE</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE (MM/DD/YYYY)</b>	<b>POLICY EXPIRATION DATE (MM/DD/YYYY)</b>	<b>LIMITS</b>
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> YEAR <input type="checkbox"/> YEAR <input type="checkbox"/> LOSS				EACH OCCURRENCE AGGREGATE LIMIT MED EXP (Per occurrence) PERSONAL & AD&M INJURY GENERAL AGGREGATE PRODUCTS - COMPOD AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				AUTO-ONLY - EA ACCIDENT OTHER THAN AUTO-ONLY EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY FUTURE COMPENSATION/RECEIVABLE <input type="checkbox"/> IF FOR ANOTHER LOSS <input type="checkbox"/> EMPLOYER'S PHYSICIAN'S CHARGE				WORKERS COMPENSATION EMPLOYERS' LIABILITY ALL EACH ACCIDENT EL DISEASE - CA INFLUENCED EL DISEASE - POLICY LIMIT
<b>SEE CERTIFICATION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS/AGREEMENTS/ENDORSEMENTS/SPECIAL PROVISIONS</b> The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. Provide a waiver of subrogation against the City for injuries, including death, property damage, and any other loss suffered, to the extent the same is covered by the proceeds of insurance.					
<b>CERTIFICATE HOLDER</b> The City of Frisco 5101 Frisco Square Blvd. Frisco, TX 75034			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EXCEDEAN TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY AGENT UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AS AUTHORIZED REPRESENTATIVE <input checked="" type="checkbox"/>		

ACORD 25 (2001/00)

© ACORD CORPORATION 1993

## Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

---

---

---

2. Name and address of principal place of business, and phone number of your company's majority owner:

---

---

---

---

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

---

---

---

---

### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS           \*  
                                      \*  
COUNTY OF COLLIN       \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- |                        |                          |     |                          |    |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership         | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation         | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

---

If company is a partnership, list the partner's full legal name(s):

---

---

---

If company is a corporation, list the full legal name as listed on the corporate charter:

---

Is this firm a minority, or woman-owned business enterprise?

☐ NO    ☐ YES    If yes, specify (☐) MBE    (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?    ☐ NO    ☐ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

For explanation please see Terms and Conditions Item #43

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of person doing business with local governmental entity.</b>	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>	



4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>
---	---

Adopted 11/02/2005

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

**BIDDER REMINDER LIST:  
REQUESTED DOCUMENTATION INCLUDED?  
ORIGINAL AND ONE (1) COPY INCLUDED?  
ALL BLANKS COMPLETED ON THIS BID FORM?  
COMPLETED COMPANY PROFILE/REFERENCES?  
COMPLETED SIGNATURE?**

# INTERNALLY LIGHTED STREET NAME SIGNS SPECIFICATIONS

---

## General Description

The City of Frisco desires to procure and place Internally Lighted Street Name (ILSN) signs on the signal poles at signalized intersections of major streets within the City limits. These illuminated signs will provide increased visibility, legibility, and safety to assist with way finding, and enhance community identity.

## Components

### General

ILSN signs shall be furnished with either one or two sign message panels, designated as either single-faced or double-faced, respectively. Unless otherwise stated on the plans, the number of sign panels shall be two per ILSN sign. The ILSN sign shall include the sign housing, sign panel(s), lamps, ballasts, photoelectric control, conductors, fuses, fuse holders, mounting assemblies, and painting (when specified). Each sign shall be a rigid-mounted unit attached to a traffic pole shaft above the mast arm, i.e., flag-mounted.

The design and construction of the signs, including sign housing, sign panels, and mounting assemblies shall be such as to provide for a durable unit that will operate dependably in the Frisco, Texas environment. The sign cabinet, including sign panel shall be designed, tested, and constructed so that no permanent deformation, warping, or failure will occur when subjected to 80mph wind loads as set forth in the most current AASHTO publication "Standard Specifications for Structural Supports of Highway Signs, Luminaries, and Traffic Signals."

One set of shop drawings including sign panel construction and mounting assembly components, sign message layout, schematic wiring diagrams, descriptive parts lists with generic part numbers (where applicable), instruction and maintenance manuals, and connection diagrams shall be furnished for each sign type. The sign lighting components shall be designed to operate from a 120 VAC power source.

Upon request, the vendor shall furnish at no cost to the City, one complete sample sign assembly and mounting assembly for inspection by the engineer prior to awarding a purchase order.

## **Certifications**

ILSN signs (full assembly) are to be tested, approved, and bear a U.L. label. The manufacturer of the sign assembly shall furnish a certification with the quotation, stating the design and construction of the complete sign assembly, including sign panels and sign mounting assemblies conform to the requirements of this specification and the above referenced AASHTO wind load requirements. The certification shall be signed and sealed by a Professional Engineer licensed in the State of Texas.

Prior to the City issuing a Purchase Order with the successful Bidder, the Bidder shall furnish to the City structural analyses indicating that the traffic signal poles used by the City are adequate and structurally sound to place the ILSN signs. The City procures and builds its traffic signals in accordance with the most recent Texas Department of Transportation construction standards and specifications for traffic signal assemblies. The structural analysis shall be signed and sealed by a Professional Engineer licensed in the State of Texas. Payment for the structural analysis will be considered subsidiary to other items of work and not paid for directly.

When the manufacturer proposes to incorporate materials and/or components different from those in this specification, the certification shall list each proposed change, along with justification. Material specifications, shop drawings and other supporting documentation shall be attached to the certification. The proposed change(s) will be reviewed by the City for consideration as "an approved equal" to the specified material or component. The manufacturer shall furnish upon request one sample of each type of material or component to facilitate the review.

## **Sign Cabinet**

Sign housing shall be 30 inches high, eight (8) feet long (minimum), and 12 inches deep. It will be necessary for the Vendor to provide signs up to ten (10) feet in length to meet legibility requirements for streets with lengthy names. The body of the sign shall consist of an aluminum one-piece box type enclosure and separate hinged door assembly. The housing shall be designed so that all internal components are easily accessible and maintenance can be accomplished with only simple hand tools. A sticker shall be placed inside the sign housing indicating: 1) manufacturer name; 2) date of manufacture; 3) origin of manufacture; and 4) model number.

Cabinet body to be constructed of extruded aluminum with a minimum thickness of 0.115", alloy 6063, temper T-5. The housing shall be rigidly constructed to prevent torsional twist and warp. The cabinet shall be constructed to be weather-resistant. Active or passive means to prevent water infiltration and dissipate internal condensation shall be provided.

Sign housing shall be 30 inches high, ten (10) feet long (minimum), and 12 inches deep. It will be necessary for the Vendor to provide signs up to ten (10) feet in length to meet legibility requirements for streets with lengthy names. The body of the sign shall consist of an aluminum one-piece box type enclosure and separate hinged door assembly. The housing shall be designed so that all internal components are easily accessible and maintenance can be accomplished with only simple hand tools. A sticker shall be placed inside the sign housing indicating: 1) manufacturer name; 2) date of manufacture; 3) origin of manufacture; and 4) model number. Cabinet body to be constructed of extruded aluminum with a minimum thickness of 0.115", alloy 6063, temper T-5. The housing shall be rigidly constructed to prevent torsional twist and warp. The cabinet shall be constructed to be weather-resistant. Active or passive means to prevent water infiltration and dissipate internal condensation shall be provided.

Unless otherwise specified on the plans or request for quotation, signs and mounting assemblies shall be painted. When a painted finish is specified, all exterior surfaces of the sign cabinet are to be cleaned, prepared, primed & painted with Matthews Acrylic Polyurethane™ paint. The color to be specified by the City at time order is placed. All interior surfaces to be cleaned, prepared, primed, and painted white for increased internal lighting reflectivity.

The front side and backside, if double faced, of the housing shall be so constructed as to permit installation or removal of sign panels and provide access to the interior for replacement of lamps, ballasts, and fuses. Cabinet to incorporate an extruded aluminum face retainer system with an integral top hinge that allows the face to open 90 degrees. Two (2) aluminum prop rods to be attached to cabinet body on one side. Prop rods to brace open face at 60 degrees for service and have provisions to lock onto face frame so as not to allow face to hinge freely while servicing. When closed, the face frame is to be attached with a minimum of two (2) ¼-20 plated machine screws per face, retained to stay attached to faces while opening. Screws to thread into retained nuts in cabinet. Sign cabinet to have aluminum angle and rod bracing as required to keep cabinet rigid and square to withstand 100 mph wind load and 100 lb. dead load on the top of the sign while clamped to the signal pole.

All fasteners and hardware including, but not limited to nuts, bolts, washers, lock washers, and cotter keys shall be zinc plated, galvanized, or stainless steel.

The overall weight of the completed sign assembly, including mounting brackets, shall not exceed 200 pounds.

### **Sign Blank**

The sign face shall be a translucent lens constructed of 0.177" (minimum) white solar grade, impact resistant polycarbonate resin with UV inhibitors. Faces to have provisions to "hang" in extruded aluminum retainer to allow for expansion and contraction of polycarbonate without binding. The design and construction shall permit removal and replacement of the sign panel from the door or frame. The surface of the sign panel shall be evenly illuminated and the sign message visible for a minimum of 1000 feet under nighttime lighting conditions.

Faces to be decorated with 3M Scotchcal™, translucent graphic film series 3630. -- a 2-mil, pressure sensitive, cast vinyl film for permanent exterior graphics and warranted for 5 years by the manufacturer. Graphic images & copy to be cut utilizing a computer controlled plotter. All surfaces shall be free of blemishes in the polycarbonate or coating that may impair the serviceability or detract from the general appearance and color matching of the sign.

Images and copy to meet the requirements for street name signs outline in the Manual on Uniform Traffic Control Devices (MUTCD). Lettering on ILSN signs shall be in Clearview font. The street name shall be in upper case and lower case letters with the upper case letters measuring 12 inches high and lower case letters measuring 9 inches. Lettering for supplementary information to indicate the block number (e.g., "8900" or "13500") shall be 6 inches. Conventional abbreviations may be used except for the street name itself.

The sign blanks shall have a visible 3/4-inch white border on the outside edge. The signs shall have letters placed centered on the sign blank. The spacing to the top and bottom borders to be equal. Arrows are to be MUTCD standards as illustrated in the Standard Highway Sign Handbook. A 8 1/2" X 15" city logo is to be centered beneath the street name between the block numbers. The City of Frisco logo shall be red on a white field. All other letters, numbers, and borders are to be white on green background face.

### **Message**

Prior to fabricating the sign panels, the manufacturer shall submit a final sign message layout detail for each sign to the City for review and approval.

## **Mounting Hardware**

Signs shall be rigidly mounted to the steel pole shaft. Mounting brackets to be fabricated of 0.375" thick cold rolled steel with welded steel angles and tabs to clamp signs to signal pole. Brackets to be engineered to withstand 80 mph wind load, exposure C as specified in the 1997 Uniform Building Code (UBC.) Brackets and other mounting hardware shall be cleaned, prepared, primed, and painted with Matthews Acrylic Polyurethane™ paint to coat all surfaces to prevent oxidation of metal components.

The Vendor is responsible for providing mounting hardware that will adequately secure the ILSN signs to signal pole shaft in accordance with the standards previously mentioned. This includes signals poles for mast arms equal to or greater than 50 ft. in length.

The sign cabinets shall be predrilled with captive fasteners, ready for the mounting assemblies.

## **Electrical**

### **Lamps**

Internal illumination to be three (3) 800 MA- CW/HO fluorescent lamps rated at 12,000 hours. Lamps are to be evenly spaced and located in cabinet to provide even illumination of sign faces (single or double). Fluorescent lamps, as specified above, shall be included in each sign assembly.

### **Ballast**

Ballast to be 120V 60 Hz, 800 M.A. high output, rapid start, outdoor rated, electronic sign ballast with a cold start temperature of -30 degrees C.

### **Lamp Holders**

Lamp holders shall be UL-listed for outdoor use, comply with U.L. 48, U.L. 897 and shall be provided with tungsten or silver-coated contacts and waterproof entrance leads for use with a rapid-start fluorescent lamp. One lampholder for each lamp shall be of the spring-load type. The socket on the spring-type lampholder shall have sufficient travel to permit installation of the lamp while allowing proper contact with the lamp base for a proper connection & seal. Springs for lampholders shall not be part of the current-carrying circuit



### **Photoelectric Control**

Each sign shall have photoelectric control consisting of a "hail resistant"-type photoelectric unit. The photoelectric control shall be capable of switching the lighting system directly, and shall "fail safe" in the ON condition. The photoelectric unit shall provide an output in response to changing ambient light levels. The response level shall remain stable throughout the life of the control unit. Components of the unit shall not require periodic replacement.

The City desires that the photoelectric control be the same device as the photoelectric control for the luminaries at an intersection when such control already exists. At locations where such photoelectric control exists, the Vendor/Contractor is not responsible for ensuring the photoelectric control meets the requirements as described in the previous paragraph. The Vendor is responsible, however, to indicate if the existing photoelectric control for the luminaries is adequate and capable of operating the ILSN signs at that particular intersection.

### **Internal Wiring**

The National Electrical Code (NEC) shall govern regarding internal wiring, wiring devices, and other electrical construction items. All fixture conductors shall be UL-listed appliance wiring material (AWM) stranded copper wire. Conductors shall be No. 14, minimum, and shall match the color-coding of the ballasts leads.

A sign wiring junctions box shall be provided at the inboard end of the sign. The box may be either external or recessed. Suitable provisions shall be provided for termination of the internal sign wiring to the field-wiring conductors. A watertight strain relief device shall be provided where the field-wiring conductors enter into the box.

### **Fuses**

The sign shall also include a replaceable fuse at the electrical power wire entrance compartment or inside the sign. Fuses shall be slow-burning type with appropriate current and voltage ratings. Fuse holder shall be an in-line type. A separate fuse shall be provided for each ballast.

### **Installation**

The sign, when mounted, shall be plumb, square & perpendicular to traffic.

## Warranties

A five (5) year warranty shall be provided on the sign assembly, excluding lamps, fuses, ballasts and photoelectric control. The Vendor shall maintain warehouse facilities stocked with complete inventories of sign materials and electrical supplies for warranty purposes and spare parts.

## Purchase/Contract Terms

### Measurement

Internally illuminated street name signs shall be measured in units of each and will be paid for at the contract unit price per each. The price shall include sign cabinet, sign panels, lamps, lampholders, ballasts, photoelectric controls, conductors, fuses, fuse holders, mounting assemblies, painting of sign housings and mounting assemblies when required, all labor, equipment and material necessary to install the signs, and required design and certifications. It is anticipated that the City will purchase ILSN signs in quantities of four (4) in order to provide one sign for each approach to the designated intersection.

For the purposes of this procurement, the Vendor shall provide line item pricing for the following items:

- Complete sign assembly – 8' - (including sign panel, lamps, lamp holders, ballasts, photoelectric controls, conductors, fuses, fuse holders, mounting assemblies, and painting of sign housing and mounting assemblies when required)
- Complete sign assembly – 10' - (including sign panel, lamps, lamp holders, ballasts, photoelectric controls, conductors, fuses, fuse holders, mounting assemblies, and painting of sign housing and mounting assemblies when required)
- Installation (all labor, equipment, and materials necessary to install signs at a intersection)



**GENERAL INFORMATION**  
**CITY OF FRISCO, TEXAS**  
**CITY OF FRISCO PURCHASING DIVISION**

**BID FORM**  
**0902-023**  
**INTERNALLY LIGHTED STREET NAME SIGNS**

Item	Description	Units	Budgeted Qty.	Unit Cost	Extended Cost	Delivery (in days)
1	Complete Sign Assembly,(including Sign Cabinet) 8' Per City of Frisco Specs.	EA	59			
2	Complete Sign Assembly, 10' Per City of Frisco Specs.	EA	4			
3	Installation per sign	EA	19			
Grand Total:						

**After the first year, total estimated annual qty. will be reduced to 40 signs per year.**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_ (print name) Cash Discount Terms: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_